

EducationPartner MOU(EMOU)

"COMPANY"		"INSTITUTION"	
WaveMaker, Inc ¹ . A Delaware Company & Pramati Technologies (P) Ltd.		<Full Name> MARRI LAXMAN INSTITUTE OF TECHNOLOGY & MANAGEMENT	
WaveMaker Headquarters: 1975 W. El Camino Real #301, Mountain View, CA 94040, United States Pramati Headquarters: MidTown 6-3-348 Road No. 1, Banjara Hills Hyderabad, TS 500034, India		<Principal location> LAXMAN REDDY AVENUE DUNDIGAL, QUTHBULLAPUR (M) HYDERABAD - 500043.	
"Effective Date"		"End Date"	
17 th Aug, 2015		16 th Aug, 2018	

(The shaded blocks to enter new dates, when MOU is extended through email exchange)

This Memorandum of Understanding ("EMOU" or simply "MOU") is effective on the "Effective Date" (as above), by and between the INSTITUTION (as above) and COMPANY (as above). The MOU uses the term "Party" to refer to either the INSTITUTION or COMPANY as appropriate in the context and as "Parties" to refer to them collectively.

BACKGROUND:

- The INSTITUTION is a recognized and qualified academic institution that provides education to students in multiple streams of study.
- The COMPANY is a developer, manufacturer, distributor and publisher of software technologies under the brand WaveMaker. The Company is ready and willing to invest in providing its software free of charge and also helping users affiliated to the INSTITUTION, with trouble-free access to a Platform as a Service (PaaS), to assist in innovation, practicing app development and entrepreneurship.
- The Parties recognize the capabilities and resources of each other, and agree to use their best efforts to bring together those capabilities and resources to inspire, educate and provide opportunities for graduating students under **WaveMaker Inspired Student Engineer: WISE (the "Program")**.
- The INSTITUTION and the COMPANY have agreed to enter into this MOU to record their present state of agreement in respect of the Program and commit to undertake the Program for the duration of the MOU.

¹ WaveMaker, Inc. is a subsidiary of Pramati Technologies (P) Limited.

1. Objectives

The Parties will engage in consultations to increase their business relationship, and shall use reasonable efforts and exercise good faith to implement the Program.

The fundamental objectives of this MOU are as defined below

- a. To build mutually a beneficial partnership in addressing new trends of application development, particularly Rapid Application Development (RAD), mobile apps and API-driven development through WaveMaker platform.
- b. To provide sandbox environment for serious app development without the need for devops, virtualization software, hardware server procurement, setup and runtime hassles.
- c. To provide easy sign up and free access for partner INSTITUTION to **StudentApp Builder Cloud**, a hosted, continuous integration platform for development of web and mobile apps through Rapid development methodology.
- d. To provide an innovation platform for experimentation, idea creation and trial by both students and faculty, for non-commercial use.
- e. To improve general employability of graduating students through job placements, internships, entrepreneurial and freelance opportunities.

This MOU sets out the current intentions of the Parties with respect to the Program, and nothing in this MOU will be deemed to constitute or create a joint venture, partnership or other formal business entity or fiduciary relationship between the Parties. Neither Party shall assert any claim for damages or injury arising from this MOU.

2. INSTITUTION Contribution

It is intended that the INSTITUTION make the following contributions to the Program:

- a) Utilize resources made available by the COMPANY, to assist courses, labs and other academic programs at the INSTITUTION (e.g., software projects, term assignments, etc.).
- b) Update the COMPANY bi-annually (preferably at the end of a semester) on the type of projects undertaken by students and faculty that made use of the Program.
- c) Help drive the awareness, adoption and usage of WaveMaker Platform among student projects across the INSTITUTION, through literature provided by the Company.
- d) Promote and Participate in the WaveMaker Annual Rendezvous (WAR) and other relevant competitions over the Term of the MOU.
- e) Nominate one student and one faculty representative as WaveMaker INSTITUTION Ambassador (WIA) to communicate and coordinate with COMPANY team over development initiatives.

- f) List on INSTITUTION website as the Company EDU Partner, with Company provided logo (graphic) and URL link to Company website.

3. COMPANY Contribution

It is intended that COMPANY shall make the following contributions to the Program:

- a) Work with the INSTITUTION to put in place a WISE subscription for all Faculties at zero cost, for academic use only, for the Term of this MOU. Participation in the WISE program will require an online account creation at <http://www.wavemaker.com/EDU Partner/by> INSTITUTION faculty representative (WIA).
- b) Provide FREE access to Student App Builder Cloud, Software RAD Lab (for prototyping apps/ideas). Encourage use with software projects of students and for internal software development for the INSTITUTION. Users need individual account creation, affiliated to the INSTITUTION to access the App Builder Cloud and their access should be limited to their affiliation period.
- c) To implement E-Academy to provide students access to training, guest lectures and other material under WISE program provided to the INSTITUTION.
- d) Work with the INSTITUTION faculty on exploring the possibility of implementing in-house level-1 support through WIAs.
- e) COMPANY to share and showcase top projects from the INSTITUTION to relevant stakeholders.
- f) List on INSTITUTION as EDU Partner on the Company website.

4. Intellectual Property Ownership

"Intellectual Property" covers software, including all know-how, trade secrets, copyrights, and patentable inventions relating thereto, including materials notes, designs, technical data, ideas, know-how, research, reports, documentation and other information related thereto are owned by the party.

All Intellectual Property provided by the Company shall be under its ownership. Any Intellectual Property developed by an individual user under this program shall be the property of the Institute, while affiliated to the institute.

5. Term and Termination

This MOU shall be in effect for the period between the Effective Date and End Date, noted at the beginning of the document. The MOU may be extended through mutual consent of both Parties. Either Party may terminate this MOU at any time on 30 days' prior written notice to the other Party, with or without cause, and without liability of any kind towards the other Party. On termination of this MOU, each Party agrees to return all properties (e.g. content, technology, software, documentation etc.) owned or provided by the other Party.

6. Expenses

Each Party shall bear its own costs and expenses incurred in connection with the performance of their respective obligations under this MOU unless otherwise agreed in writing by the Parties.

7. Promotion

Either Party may use the name (and or logo) of the other Party, as a reference to and limited to the nature of this relationship, in its marketing materials (for example website or press briefings) without the need of a separate consent of the other Party. Any announcement of different nature would require written prior consent from the other Party.

8. Non-exclusivity

This MOU is non-exclusive and the Parties shall be free to enter into agreements with other Parties covering co-operation on technologies and products including those under the scope of this MOU.


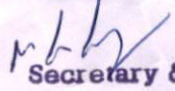
9. Confidentiality

The Parties shall keep confidential the terms and conditions of this MOU, and other information (such as product release information) disclosed during the course of the Parties' cooperation under this MOU. The MOU shall be treated as the Nondisclosure Agreement between the Parties for confidentiality purposes. Such confidentiality does not apply to any information previously disclosed or made public by the Parties themselves.

10. Limitation of liability

The Parties are not liable for each other's business loss of any form. The laws of the land shall govern the validity and interpretation of this MOU.

This MOU is being executed by the duly authorized representatives, as set forth below.

For the "COMPANY" 		For the "INSTITUTE" WVLR Institute of Technology  Secretary & Correspondent	
Signed By	Srikrishnan Ananthnarayanan	Signed By	
Title	Director, Developer Relations	Title	
Email ID	sri.krishnan@wavemaker.com	Email ID	
Date	30/07/2015	Date	